

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO**

MILANO OF CLEVELAND, LLC
d/b/a MILANO MENSWEAR,

Plaintiff,

v.

MILANO GENTS, LLC d/b/a MILANO
GENTS

Defendant.

Case No.

Judge

VERIFIED COMPLAINT

For its Verified Complaint against Defendant Milano Gents, LLC d/b/a Milano Gents (“Milano Gents”), Plaintiff Milano of Cleveland, LLC d/b/a Milano Menswear (“Milano Menswear”) respectfully states and alleges as follows:

Nature of the Case

1. This is a suit for violations of the Lanham Act Section 43(a), 15 U.S.C. § 1125(a)(1)(A) and for violations of Ohio’s Deceptive Trade Practices Act O.R.C. § 4165.01 *et seq.*

The Parties

2. Plaintiff Milano Menswear is a Delaware limited liability company.

3. Defendant Milano Gents is an Ohio limited liability company.

Statement of Jurisdiction

4. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1121(a).

5. This Court has supplemental jurisdiction over Milano Menswear's state law claims pursuant to 28 U.S.C. § 1367(a) because they are so related to the claims in the action within this Court's original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

6. Venue is proper in this Court, pursuant to 28 U.S.C. § 1391, because the Defendant resides in this judicial district and/or because a substantial part of the events or omissions giving rise to the claim occurred in this judicial district.

Facts

A. Milano Menswear is a national men's clothing store that has been operating in the Greater-Cleveland area for thirty years.

7. Milano Menswear was established in 1988.

8. Starting as a small boutique over thirty years ago in Tennessee, Milano Menswear has expanded to a national menswear brand serving predominately the African-American community. Specifically, Milano Menswear sells moderate to high quality menswear, including suits, tuxedos, and other business clothing, at an affordable price. It also offers tailoring services.

9. Since its time as a small, Tennessee boutique, Milano Menswear has expanded to locations throughout the United States. Currently, it has six brick-and-mortar locations: one store in Cleveland, Ohio; one store in Columbus, Ohio; three stores in Memphis, Tennessee; and one store in St. Louis, Missouri. It also has a vibrant online store that reaches customers throughout the nation.

10. In the mid-1990s, Milano Menswear first expanded outside Tennessee by opening a store in Ohio. After several years, Milano Menswear moved to Maple Heights where it remains today. Since its first store, Milano Menswear has continuously used the name "Milano Menswear," and it has served tens of thousands of customers since it opened.

11. In addition to the goodwill it has developed by providing quality goods and impeccable service, Milano Menswear's success and longevity is in large part due to its advertising efforts that have helped build its brand in the Greater-Cleveland area. These actions include, but are not limited to, running radio and television advertisements and marketing the store on social media.

12. As a result of these marketing efforts, years of extraordinary customer service, and consistently selling quality products, Milano Menswear has become so ubiquitous in the Greater-Cleveland area that customers simply refer to it as "Milano."

B. Milano Gents begins infringing on Milano Menswear's mark and reputation.

13. Beginning in the second-half of 2024, Milano Menswear noticed a downturn in profits. Milano Menswear's locations outside of the Cleveland area did not experience a similar downturn during the same time period.

14. Initially, Milano Menswear believed that this was simply a natural downturn in profits that can happen in any business. This belief was wrong.

15. Unbeknownst to Milano Menswear, sometime in 2024, a store with a similar name, Milano Gents, opened at the SouthPark Mall in Strongsville, Ohio. On or about September 2024, Milano Gents opened another store at the Belden Village Mall in Canton, Ohio, and, on or about October 2024, Milano Gents opened a third location at the Beachwood Place mall in Beachwood, Ohio. The Beachwood location is less than 10 miles away from Milano Menswear's Maple Heights store.

16. Milano Gents operates the same business as Milano Menswear and targets the same market. Just like Milano Menswear, Milano Gents purports to sell formal wear for men and offers tailoring services. Further, just like Milano Menswear, Milano Gents markets itself on social media.

17. Milano Gents is not associated with Milano Menswear.

18. Further, Milano Menswear never gave Milano Gents permission to use the “Milano” name.

19. “Milano Menswear” and “Milano Gents” are similar in sight, sound meaning, and commercial impression and thus are confusingly similar.

20. The goods and services on which Milano Gents uses its business name are identical to, substantially similar to, related to, in the zone of expansion of, or of the same general type as the goods and services offered under the name “Milano Menswear.”

C. Milano Gents’ infringement has caused customer confusion.

21. Milano Gents has taken advantage of Milano Menswear’s decades of advertising, reputation, and customer goodwill by opening substantially similar stores with substantially similar names in the Greater-Cleveland area.

22. Milano Gents’ actions have caused customer confusion.

23. For instance, approximately 3 weeks ago, a customer came into Milano Menswear’s Maple Heights store wanting to accessorize a couple of suits. This customer explained he bought the suits at “Milano’s other store.”

24. Employees of Milano Menswear informed the customer that the Maple Heights store is the only Milano Menswear store located in the Cleveland area. The customer responded that he was advised by an employee at Milano Gents that Milano Gents was the high-end branch of the Milano Menswear chain.

25. Since that time, other customers and individuals in the community have told Milano Menswear employees that they heard of or were at Milano Menswear’s other stores in the Cleveland area.

26. Moreover, on or about February 1, 2025, three people came into Milano

Menswear's store and were recording the store on one of their phones. On or about February 3, 2025, an individual returned to the Maple Heights store and acted nervous. This customer asked extensive questions about Milano Menswear's prices and would stop talking when Milano Menswear's manager was nearby. This customer ultimately confessed that he was an employee of Milano Gents.

D. Milano Menswear takes affirmative steps to protect its mark.

27. Immediately upon learning that another menswear store was using the Milano name, Milano Menswear's owner took actions to prevent further customer confusion.

28. First, it expended significant funds to change its then-running television and radio advertising.

29. From approximately January to February 5, 2025, to promote Milano Menswear's winter and Valentine's Day sales events, Milano Menswear had been running 15-second commercials on one radio station (93.1 WZAK) and two television stations (WOIO and WUAB) in the Greater-Cleveland area. True and accurate copies of the three advertisements that ran on the television stations are available at: https://www.youtube.com/watch?v=T_iASgNrdDs.

30. To attempt to combat the customer confusion caused by Milano Gents' actions, Milano Menswear devoted time and resources to quickly record a new commercial to run in place of its existing commercials.

31. During the week of February 3, Milano Menswear pulled its advertisements that were running in the Greater-Cleveland market, wrote a new commercial script, paid a rush fee to its voiceover actor to record a new commercial, and worked with WZAK to get the new commercial running by February 5. The new commercial will begin airing on WOIO and WUAB during the week of February 10.

32. Rather than focus on the sales events, the new commercial is 30 seconds in length

and states multiple times that the Milano Menswear located in Maple Heights, Ohio is “the one and only” Milano Menswear in the Cleveland area.

33. In addition, Milano Menswear delivered a cease-and-desist letter, attached as Exhibit 1, requesting that, among other things, Milano Gents change its name by Monday, February 10, 2025.

34. Upon information and belief, Milano Gents has not satisfied Milano Menswear’s requests in the cease-and-desist letter.

COUNT ONE
(Trademark Infringement; 15 U.S.C. § 1125(a)(1)(A))

35. Milano Menswear incorporates all prior allegations as if fully rewritten herein.

36. Milano Gent’s unauthorized use of Milano Menswear’s mark has or is likely to cause consumer confusion.

37. Through extensive use and advertisement, Milano Menswear has become well known in the Greater-Cleveland area as a place to purchase quality menswear.

38. Milano Menswear has invested decades’ worth of time and resources to maintain and ensure its exclusive use of its mark.

39. “Milano Gents” and “Milano Menswear” are similar in sight, sound meaning, and commercial impression and thus Milano Gents is confusingly similar to Milano Menswear’s use of its business name and website.

40. The goods and services on which Milano Gents uses its business name are identical to, substantially similar to, related to, in the zone of expansion of, or of the same general type of the goods and services offered under the Milano Menswear mark.

41. Milano Gents is using the name “Milano Gents” to deliberately capitalize on unearned goodwill and reputation in brand and has taken affirmative steps to create an association

with Milano Menswear.

42. Milano Gents' conduct as described above was done to have consumers associate Milano Gents' offered products and services with Milano Menswear.

43. Milano Gents' unauthorized use of Milano Menswear's mark was done and continues to be done willfully and with knowledge of Milano Menswear's rights in its mark.

44. Milano Gents' unauthorized use of Milano Menswear's mark has harmed and will continue to harm Milano Menswear in an amount to be proven at trial.

45. Milano Gents' unauthorized use of Milano Menswear's mark has caused and will continue to cause Milano Menswear irreparable harm if not permanently enjoined by this Court.

COUNT TWO
(Violation of O.R.C. § 4165.02 and Ohio Common Law)

46. Milano Menswear incorporates all prior allegations as if fully rewritten herein.

47. Under Ohio common law, a party is entitled to protection against the use, by another, of its established trade name and trademark in such manner as to mislead the trade and the public to believe that when they are dealing with one, they are dealing with the other, or in such manner that such use results, or may result, in appropriation of the good will of the other.

48. Under O.R.C. § 4165.02, a person engages in deceptive trade practice when it passes off goods or services as those of another, causes likelihood of confusion or misunderstanding as to the source of one's goods or services, or represents that goods or services have an affiliation or connection that they do not.

49. Milano Menswear and Milano Gents operate high quality formal menswear businesses.

50. Milano Menswear first used the name "Milano Menswear", which is substantially similar to Milano Gents' use of "Milano Gents."

51. Milano Gents operates in the same territorial scope and business of Milano Menswear.

52. Upon information and belief, Milano Gents began using the name “Milano Gents” and representing an affiliation with Milano Menswear for the purpose of monopolizing Milano Menswear’s reputation in the Greater-Cleveland area and for the purpose of creating confusion among Milano Menswear’s customers and unfairly competing with Milano Menswear.

53. Milano Gents actions described in this Complaint violate Ohio common law and O.R.C. § 4165.02 because it (1) passed off goods or services as those of another; (2) caused likelihood of confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services; (3) caused likelihood of confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another; and (4) misrepresented that its goods and services have characteristics that they do not.

54. As a result of Milano Gents’ unfair and deceptive practices, Milano Menswear has been damaged and has suffered loss as a direct and proximate result. Milano Menswear will continue to incur damages unless Milano Gents’ unfair and deceptive practices are stopped.

55. Pursuant to O.R.C. § 4165.03, Milano Menswear is entitled to an order enjoining Milano Gents because it has violated, is violating, and is likely to continue violating O.R.C. § 4165.02.

56. Milano Menswear has a clear legal right to the relief requested.

57. Milano Menswear is sustaining irreparable harm.

58. Milano Menswear has no adequate remedy at law to redress their harm.

59. The public interest will be served by entry of an injunction.

60. Milano Gents’ has willfully engaged in deceptive trade practices knowing them to

be deceptive.

61. Pursuant to O.R.C. § 4165.03, Milano Menswear is entitled an award of its reasonable attorney's fees.

Demand for Relief

Therefore, Milano Menswear demands the following relief:

1. Judgment against Milano Gents for a preliminary and permanent injunction granted pursuant to 15 U.S.C. § 1116 and/or O.R.C. § 4165.03, enjoining Milano Gents and its affiliates, partners, representatives, servants, employees, attorneys and all persons in active concert, privity or participation with Milano Gents from competing in the Greater-Cleveland area unfairly with Milano Menswear; from engaging in deceptive trade practices in the Greater-Cleveland area; and from further engaging in unfair competition in the Greater-Cleveland area, and specifically:

- a. using in any manner the name "Milano Gents", "Milano," any variation of the name "Milano," any mark confusingly similar to "Milano Menswear", or any other mark that so resembles Milano Menswear as to be likely to cause confusion, deception or mistake, in connection with the sale or offer for sale of goods and services in the Greater-Cleveland area;
- b. committing any acts, including use of "Milano Gents" in the Greater-Cleveland area, calculated to cause purchasers to believe that Milano Gents' goods or services are sold under the control and supervision of Milano Menswear, or are sponsored, approved, or connected with Milano Menswear, are guaranteed by Milano Menswear, or are rendered under the control and supervision of Milano Menswear;

2. An accounting of all of Milano Gents sales and profits derived from Milano Gent's

violations of law in the United States.

3. Requiring Milano Gents, in accordance with 15 U.S.C. § 1116(a), to file with the Court, and serve upon Milano Menswear, within thirty (30) days after the entry and service on Milano Gents of an injunction, a report in writing and under oath, setting forth in detail the manner and form in which Milano Gents has complied with the terms of such injunction.

4. Judgment against Milano Gents for damages suffered by Milano Menswear, and disgorgement of profits made by Milano Gents, pursuant to 15 U.S.C. § 1117(a), from sales of goods and services in the Greater-Cleveland area.

5. Judgment for an award of punitive damages against Milano Gents and in favor of Milano Menswear by reason of Milano Gents' unfair competition.

6. Judgment that costs of this action be awarded to Milano Menswear.

7. Judgment that Milano Menswear be awarded its reasonable attorneys' fees, pursuant to 35 U.S.C. § 285, 15 U.S.C. § 1117(a) and/or other applicable law, including O.R.C. § 4165.03, along with an assessment of interest on all the damages so computed.

8. Prejudgment interest.

9. Such other and further relief as this Court may deem just and proper.

Respectfully submitted,

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